

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of:

Kusam International, Inc.
t/a Ascot Restaurant

Application for a Retailer's Class
CR License – substantial change
at premises
1050 17th Street, N.W.
Washington, D.C.

Application No. 11401
2004-31

Darren A. Bowie, Chairman on behalf of the Advisory Neighborhood Commission 2B,
Signatory

Rahul Arora, President on behalf of Kusam International, Inc., Signatory

Michael D. Fonseca, Attorney on behalf of the Applicant

BEFORE: Charles A. Burger, Chairperson
Vera Abbott, Member
Judy A. Moy, Member
Audrey E. Thompson, Member
Peter B. Feather, Member

ORDER ON VOLUNTARY AGREEMENT

This matter came before the Board for approval on March 31, 2004. The signatories to the attached voluntary agreement dated March 17, 2004, submitted the agreement to the Board in accordance with 23 DCMR Section 1513 (June 1997).

Having determined that the agreement complies with all applicable laws and regulations and the applicant qualifies for licensure, the Board does hereby this 7th day of April 2004, **APPROVE** the license application conditioned on the applicant's compliance with the terms of the voluntary agreement and **INCORPORATE** the text of the same into the Order.

Kusam International
t/a Ascot Restaurant
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District of Columbia
Alcoholic Beverage Control Board

Charles A. Burger
Charles A. Burger, Chairperson

not voting
Vera Abbott, Member

Judy A. Moy
Judy A. Moy, Member

Audrey E. Thompson
Audrey E. Thompson, Member

Peter B. Feather
Peter B. Feather, Member

AMENDED AND RESTATED VOLUNTARY AGREEMENT

THIS AGREEMENT, made, revised, and entered into this 12th day of March 2004, by and between Kusam International, Inc., Trading as Ascot Restaurant (hereinafter the "Applicant"), and Advisory Neighborhood Commission 2B, (hereinafter the "Protestant"), witnesses:

Whereas, the Applicant has requested a changes of the hours of operation for Sundays (#11401-02/114P) with the DC Alcoholic Beverage Control Board (hereinafter the "Board") for premises known as Ascot Restaurant located at 1050 17th St., NW, in Washington, DC.

Whereas, in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestant's concerns and to include this agreement as a formal condition of its application, and (2) Protestant will agree to the issuance of the substantial change related to this license and withdrawal of the Protest *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement.

Whereas, the Applicant has recently taken or intends to take certain measures designed to ameliorate Protestant's concerns.

Now agree therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby agree as follows:

1. Hours and Considerations.

(a) The hours of operation shall be:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
11:30 - 2 am	11:30 - 2 am	11:30 - 2 am	11:30 - 2 am	11:30 - 3 am	4 pm - 4 am	11:30 - 12:00 am*

*Sunday hours of operation are for private parties/functions between 11:30 am and 12:00 am, provided, however, that on holidays and the evening before holidays, the hours may extend to those permitted legally for the sale of alcoholic beverages.

(b) Applicant shall make every reasonable effort to prevent and/or disperse loitering or any other source of noise or disturbance in the areas near the premises at closing and to cause patrons to leave those areas at closing. All patrons shall be cleared from the exit area by the applicant's employees within fifteen (15) minutes after closing.

2. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification

device or other device or source of sound or noise, in accordance with DCMR 905. No outdoor music, live or taped, shall be heard or played.

3. Leaflets/Trash.

(a) Applicant shall assist in the maintenance of the space in front of the establishment to at least 18 inches outward from the curb as need to keep them free of trash from the sidewalk and comply with all applicable D.C. laws and regulations in these respects.

(b) Applicant shall not actively "leaflet" patrons at closing time and shall not allow those hosting events at the premises to "leaflet." For the purposes of this agreement, the term "leaflet" shall refer to the active or passive act of providing patrons with print advertisements, palm cards, flyers, or other similar materials for future events or promotions at the premises or other establishments.

4. Modification and Transfer. This agreement can be modified only upon written notice by the ABC Board, or by mutual agreement of all the parties and with written approval of the ABC Board. In the case of ANC 2B, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written approval from ANC 2B.

5. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

6. Withdrawal of protest. Protestant agrees to the issuance of the substantial change to the license and the withdrawal of their protest *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

Kusam International, Inc.

By:

Rahul Arora

Ascot Restaurant, Kusam International,
Inc.

Date:

PROTESTANT:

Advisory Neighborhood Commission 2B

By:

Darren Bowie

Chairperson, ANC 2B

Date: March 17, 2004

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APPLICANT:

Kusam International, Inc.

By:


Rahul Arora

Ascot Restaurant, Kusam International,
Inc.

Date: 3/18/04

PROTESTANT:

Advisory Neighborhood Commission 2B

By:


Darren Bowie

Chairperson, ANC 2B

Date: